

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES 1 4		
2. AMENDMENT/MODIFICATION NO. 0004		3. EFFECTIVE DATE 10/06/04		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable) Turkey and Northern Iraq	
6. ISSUED BY Defense Energy Supply Center 8725 John J. Kingman Road, Suite 2941 Ft. Belvoir, VA 22060-6222 P.Jacobs/DESC-FPA/703-767-9328 Purchase Program: 6.1		CODE SCO600		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (NO., street county state Zip Code)				(✓)		9A. AMENDMENT OF SOLICITATION NO.	
				X		SP0600-04-R-0137	
						9B. DATED (SEE ITEM 11) August 25, 2004	
						10A. MODIFICATION OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE :		FACILITY CODE		Cage Code:			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<p>[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended [X] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER Specify type of modification and authority)							
E. IMPORTANT: Contractor [] is not, [] is required to sign this document and return ___ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) This Amendment is being issued to revise the following clauses which are attached: Clause B34.01.100 – Services to be Furnished and Prices changing the estimated hours for the Iraqi requirement back to the number of hours in the initial solicitation and the addition of estimated hours for Clerical/Data Input and Customs Support. Clause I28.30.100 – Award Fee Procedures Clause M28.07.100 Evaluation of Offers – Revised to change the estimated dollars for other direct costs. .							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

B34.01.100 SERVICES TO BE FURNISHED AND PRICES (DESC AUG 2004)

The services to be furnished during the period specified and the prices are as follows:

The following services will be provided for a base period of One Year with six, one-month options. Rates shall also apply for the transition period beginning two weeks prior to contract performance start date.

Line Item 0001. The contractor will provide all necessary labor for accomplishing the required tasks. Cost will be reimbursed based on the rates provided below and actual hours expended. All payroll costs associated with labor expenses (wage rates, payroll taxes and insurance and other labor overhead) shall be included, along with applicable G&A and profit. Any other labor categories determined necessary after contract award may be added with DESC's approval.

Note: The estimated hours listed below will be used for price evaluation purposes only. Actual hours performed may be adjusted as necessary to accomplish the required tasks.

Iraq	Estimated Hours
Project Manager	7355
Project Director	5067
Office Supervisor	16488
Quality Surveillance	73818
Interpreter	1791
Clerical/Data Input	82728
Security Driver	11223
Customs Support	16110

Line Item 0002. Other Direct Costs (Estimated \$ 1,000,000 for the base period. All incurred costs not reimbursed under Line Item 0001 will be reimbursed under Line Item 0002. The contractor may add G&A (specify below) to the actual cost, but profit will not be allowed. G&A rate _____%.

Line Item 0003. Award Fee – The base period will have a total of \$225,000 available with \$56,250 allocated and potentially awarded at the end of each three-month period. \$18,750 will be available for each one month extension, if utilized.

(DESC 52.207-9F85)

I28.30.100 AWARD FEE PROCEDURES (DESC AUG 2004))

(a) GENERAL.

(1) This clause establishes procedures for determination of an award fee payable under this contract. The payment of any award fee is contingent upon compliance with the contractual requirements and performance at the level specified in each of the individual criteria set forth in the contract. It is the Government's desire that the Contractor perform services in such a manner as to warrant the highest possible rating and award fee. The Contractor's failure to maintain acceptable levels of performance in all areas of this contract may result in no award fee being issued. The award fee determination is not subject to the DISPUTES clause. The maximum award fee payable in any award fee period is one fourth of the total annual award fee. Any amount not awarded in one quarter will not be available for any subsequent quarter.

(2) The Contracting Officer (CO) may unilaterally make changes to this plan. Any changes will be made by modification (Standard Form 30) to the contract. Modifications will be forwarded to the Contractor prior to the beginning of the evaluation period to which the changes apply. If the Contractor is not provided with a copy of this modification or the modification is not provided on time, the existing plan coverage will continue in effect for the next evaluation period.

(3) If work is added to the contract during its life, there will be no adjustment to the award fee; however, the performance of such additional work will be considered in making the evaluation.

(4) If work is deleted from the contract, the maximum award fee may be reduced in the proportion that the price for the deleted work bears to the original contract price.

(b) **AWARD FEE AMOUNT.** The amount of award that can be earned for each 12 month period is \$225,000.00. The amount of award fee that can be earned for each evaluation is \$56,250.00 with \$18,750.00 available for each one-month extension, if utilized.

(c) **PROCEDURES.**

(1) **Award Fee Board.** An Award Fee Board (AFB) composed of Government Personnel will evaluate the Contractor's performance as related to the criteria listed herein. Following the end of each 3 month rating period, the AFB will submit a formal evaluation report for each category to the CO.

(2) **Contractor Self-Evaluation.** The Contractor may submit a concise, written self-evaluation of performance limited to 5 pages (face only) with no appended material within 15 days of the end of the evaluation period. This report will be submitted to the Contracting Officer's Representative (COR) for transmittal to the AFB.

(3) The Contracting Officer will review the AFB report and the Contractor's self-evaluation, make a formal award fee determination, and notify the Contractor in writing of the decision. A contract modification will be issued for the amount of the award fee. The Contractor shall request the award fee payment by submitting an invoice in accordance with the CO's instructions. The decision of the CO will be final and shall not be subject to the DISPUTES clause.

(d) **METHOD OF DETERMINING AWARD FEE.** The Contractor shall be rated on overall quality of the management and oversight responsibilities in Northern Iraq, Overall Analysis of Contract Management and Customer Satisfaction. The CO shall determine the award fee amount after evaluating all pertinent information, which includes the Contractor's self-evaluation and AFB recommendations. The CO may also take into consideration other factors, such as initiatives to improve performance and innovative techniques that respond to or preclude problems.

(e) **EVALUATION PROCEDURES.** The Contractor's performance shall be evaluated using the criteria presented below. A weight factor for each category has been established. The rating for each category will be multiplied by the weighted factor assigned to that category to compute the evaluation for each category. The evaluation ratings will be added for a total weighted evaluation rating, which will then be multiplied by the available award fee amount to arrive at the earned award fee. A score of 80 will result in no award fee; however, for each point above 80 the fee will increase by 5 percent.

<u>Category</u>	<u>Criteria</u>	<u>Rating</u>	<u>Weighted Factor</u>	<u>Evaluation Rating</u>
(1)	Management and Oversight of Northern Iraq Operations	_____	x 0.60	= _____
(2)	Overall Analysis of Contract Management	_____	x 0.20	= _____
(3)	Customer Satisfaction	_____	x 0.20	= _____

Total Weighted Evaluation Rating = _____

(1) Management and Oversight of Northern Iraq Operations.	(2) Overall Analysis of Contract Management	(3) Customer Satisfaction
Contractor performs all tasks promptly, accurately and with a minimum of Government oversight. Contractor adjusts to operational changes quickly and efficiently. Deficiencies are corrected promptly..	Same as Number 1.	Same as Number 1.

(DESC 52.216-9F95)

M28.07.100 EVALUATION OF OFFERS (DESC AUG 2004)

(a) Award of this contract shall be made by using formal source selection procedures. Proposals submitted in response to this solicitation should be prepared in accordance with the PROPOSAL FORMAT AND CONTENT clause and will be evaluated by a board of one or more Government personnel. Final selection shall be made by the Source Selection Authority based on an overall assessment of each offeror's technical and price proposals. Judgment on the part of the Government evaluator(s) is implicit in the entire source selection process. The resultant contract shall represent the best overall value to the Government.

(b) For purposes of this solicitation, all factors are equal in importance, which means price is significantly less important than the combined non-price factors. However, as proposals become more equal in their non-price evaluations, the price becomes more important.

(i) PRICE EVALUATION (FACTOR 1). The Government reserves the right to award to other than the lowest evaluated offer. The offered prices will be determined by computing the total estimated cost to the Government for the base period. The evaluated cost for L/I 0001 will be the offered rates for each labor category multiplied by the estimated hours for that category. The evaluated cost for L/I 0002 will be the offeror's G&A rate multiplied by the estimated \$1,000,000 for other direct costs. The total estimated cost will be the sum of these two.

(ii) NON-PRICE EVALUATION. Proposals will be rated and ranked against the evaluation factors listed below.

FACTOR 2 TECHNICAL CAPABILITY

The Government will evaluate the offeror's ability to accomplish the PWS tasks. This includes the adequacy of the manning plan and the ability of the management plan to satisfy the PWS requirements.

FACTOR 3 EXPERIENCE

The Government will evaluate the offeror's experience in performing similar work. This includes the relevant experience of key personnel.

(DESC 52.209-9FA3)